

B 2100A (Form 2100A) (12/15)

## UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re BRETT GUINEE,

Case No. 1632782

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Peritus Portfolio Ser II, LLC | Wollemi Acquisitions

Name of Transferee

CHRYSLER CAPITAL

Name of Transferor

Name and Address where notices to transferee should be sent:

PO Box 141419 Irving TX 75014-1419  
bankruptcy@perituservices.com

Court Claim # (if known): 2

Amount of Claim: \$25323.33

Date Claim Filed: 12/21/2016

Phone: 866 831 5954

Last Four Digits of Acct #: 4126

Phone: \_\_\_\_\_

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Same as above

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Georgina Yarbrough  
Transferee/Transferee's Agent

Date: 7/19/2017

**BILL OF SALE AND ASSIGNMENT**

Santander Consumer USA Inc. dba Chrysler Capital ("Seller"), for value received and pursuant to the terms and conditions of the Forward Flow Financial Assets Sale Agreement, dated as of March 31, 2015, as amended from time to time (the "Financial Assets Sale Agreement"), between Seller and Wollemi Acquisitions, LLC, as successor in interest to NCEP, LLC ("Buyer"), hereby assigns effective as of the Closing Date:

(a) all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in the Financial Assets Sale Agreement and Financial Asset Schedule (attached hereto as Exhibit "A") attached hereto and made part hereof for all purposes, and

(b) all principal, interest or other proceeds of any kind with respect to the Financial Assets described on the Financial Asset Schedule, but excluding any payments or other consideration received by Seller on or prior to the Cut-off Date.

Pursuant to the foregoing assignment, the Seller stipulate that Buyer may be substituted for Seller as the valid owner of the Claims relating to the Financial Assets and hereby waives any notice or hearing requirements imposed by Bankruptcy Rule 3001 (e) (2) or otherwise.

**SANTANDER CONSUMER USA INC. dba Chrysler Capital**

By: \_\_\_\_\_

Name: Rich Morrin

Title: COO

STATE OF TEXAS )

COUNTY OF DALLAS )

Sworn before me this 15 day of December, *the year of our Lord*, 2016.

Nari Ledara  
(Notary Stamp & Signature)

My commission expires: 09/03/17

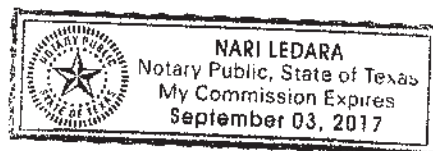


EXHIBIT "A"

**FINANCIAL ASSET SCHEDULE**  
**(Computer File – Required Data Fields)**

Account Number  
First Name  
Last Name  
Address  
City  
State  
Zip  
SSN  
Co- First Name  
Co- Last Name  
Co-SSN  
Vehicle VIN  
Model Year  
Vehicle Manufacturer  
Vehicle Model  
Contract State  
Charge Off Date  
Claims Category  
Charge Off Principal  
Date Funded  
Name of Originator  
Amount Financed  
Current Balance  
Last Transaction Date  
Last Transaction Amount  
Last Payment Date  
Last Payment Amount  
Collateralized (Y/N)  
File Date  
Case Number  
POC Claim Amount  
Title (Y/N)  
Title Vendor Code  
Application ID  
Purchase Price Category

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Santander Consumer USA Inc., dba Chrysler Capital (hereinafter "Seller") for the sole and exclusive purposes set forth herein pursuant to that certain Forward Flow Financial Assets Sale Agreement effective March 31, 2015, as amended from time to time (hereinafter "Agreement"), between Seller and Wollemi Acquisitions, LLC, as successor in interest to NCEP, LLC (hereinafter "Buyer") hereby names, constitutes and appoints Buyer, or any of its authorized agents, employees or representatives, its duly authorized attorney and agent with limited power and authority to perform the following as its attorney-in-fact, and to do these acts incident to such Agreement, which the undersigned has had or was entitled to exercise as the owner of certain Financial Assets as follows:

- a) Executing on behalf of Seller such documents as are necessary for Buyer to perfect any security interest or lien in favor of Seller on the lien certificate or certificate of title of any vehicle financed pursuant to any of the Financial Assets;
- b) To sign and endorse Seller's name on any check, draft, money order or other form of payment delivered to Seller or Buyer on account of any Financial Asset, including without limitation, any payments received from a bankruptcy trustee;
- c) For the purpose of exercising all rights and remedies Seller would have with respect to any Financial Asset and any vehicles securing any Financial Asset; and
- d) To execute on behalf of Seller (i) all actions, deliver all instruments, documents or other writings as appropriate in any way which Seller could do with respect to enforcing its rights with respect to the Financial Assets; and (ii) any Joint Notice of Transfer of Claim Pursuant to FRBP 3001(e)(2) and Waiver of Opportunity to Object for filing in each Bankruptcy Case in regard to the Financial Assets.


Buyer is authorized to delegate said power of attorney to its officers, agents, employees, representatives and to any other person or persons it deems appropriate, but only for the limited purposes set forth herein.

For value received, the receipt and sufficiency of which is hereby acknowledged, Seller agrees and does hereby intend that this power of attorney be coupled with an interest, and declares this power of attorney to be irrevocable by Seller or otherwise, renouncing all right to revoke this power or appoint any other person to perform any of the acts enumerated herein.

Seller hereby instructs and authorizes anyone presented with this Limited Power of Attorney, or a copy hereof, to comply with the Limited Power of Attorney and rely on Buyer's statements and instructions in connection therewith. Anyone who relies on and complies with this Limited Power of Attorney or Buyer's statements or instructions in connection therewith shall have no liability to Seller for doing so.

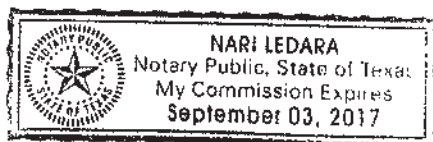
EXECUTED on this the 15 day of December, 2016.

Santander Consumer USA Inc., dba Chrysler Capital

By:   
Name: Rich Morrin  
Title: COO

STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS    )

Sworn before me this 15 day of December, the year of our Lord, 2016.



  
(Notary Stamp & Signature)

My commission expires: 09/03/17

**AFFIDAVIT OF SALE OF ACCOUNT BY ORIGINAL CREDITOR & CERTIFICATE OF CONFORMITY**

State of Texas, County of Dallas.

Jason Kulas being duly sworn, deposes and says:

I am over 18 and not a party to this action. I am the Secretary for the Board of Directors of the creditor, Santander Consumer USA Inc. In that position I am a custodian of creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On December 15, 2016, Santander Consumer USA Inc. dba Chrysler Capital closed the sale of a pool of accounts by a Forward Flow Financial Assets Sale Agreement and a Bill of Sale and Assignment to Wollemi Acquisitions, LLC, as successor in interest to NCEP, LLC ("Debt Buyer"). As part of the sale of the Accounts, electronic records and other records were transferred on individual Financial Assets to the Debt Buyer. These records were kept in the ordinary course of business of Santander Consumer USA Inc.

I am not aware of any errors in these accounts, except for that which is described in the Financial Assets Sale Agreement. The above statements are true to the best of my knowledge.

**CERTIFICATE OF CONFORMITY:** Moreover, I do hereby certify that I am an attorney-at-law admitted to practice in the State of Texas and that the Affidavit of Sale of Account by Original Creditor executed herein is executed in the manner prescribed by and in conformity with the laws of the State of Texas, which is the place where the Affidavit and acknowledgement was taken.

Signed this 15 day of December, *the year of our Lord*, 2016.

  
\_\_\_\_\_  
Name: Jason Kulas  
Title: CEO

STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS    )

Sworn before me this 15 day of December, *the year of our Lord*, 2016.

  
(Notary Stamp & Signature)

My commission expires: 09/03/17

